

IN THE UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF MISSOURI

In re:  
Regina K. Noe

Debtors.

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Case No. 11-62668  
Chapter 13

**THE BANK OF MISSOURI'S OBJECTIONS TO CONFIRMATION**

COMES NOW The Bank of Missouri, by its attorneys, Bradshaw, Steele, Cochrane & Berens, L.C. and, for its Objections to the Debtor's Chapter 13 Plan, states to this Honorable Court as follows:

1. The Bank of Missouri is a fully secured creditor, its collateral consisting of the residence of the Debtor (Debtor on her second case has now moved in to this property).

2. As of the date of the filing, the Debtor owed The Bank of Missouri \$131,764.04.

3. The underlying Note is a variable rate loan initially at 7.5% and now at 4.75% and subject to future variances.

4. The submitted Plan is not feasible and thus, violative of Section 1325(a)(6) and Section 1322(b)(2) in the following respects:

(a) Debtor is proposing a \$1,300.00 per month payment but her Schedule "J" reflects only \$1,340.00 net per month from which there are neither taxes paid nor health insurance premiums paid;

(b) The Plan does not take into consideration the variable rate loan to The Bank of Missouri that will most probably be adjusted upward at next adjustment nor does it provide a margin for same;

(c) The Plan does not leave enough margin for the arrearage Claims of those creditors, including The Bank of Missouri listed in paragraph 4 of the Debtor's Plan.

5. The Plan is violative of Section 1325(a)(5) in that The Bank of Missouri will not be paid the value of its Claim. In that regard, there is no provision for the variable rate loan of The Bank of Missouri.

6. The Debtor's Schedules reflect that the Debtor has failed to file tax returns for the years 2008 and thereafter.

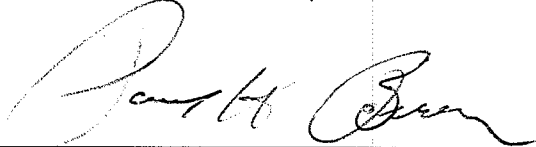
7. Debtor has still failed, despite overtures to this Court and a recent telephone hearing, to provide insurance on the collateral of The Bank of Missouri demonstrating The Bank of Missouri as loss payee/additional insured.

8. The Debtor has failed, despite statements to this Court to secure counsel in this second filing.

WHEREFORE, for the foregoing reasons, The Bank of Missouri prays that this Honorable Court deny Confirmation of the Debtor's Plan and for such other and further relief as to this Court seems just and proper in the premises.

Respectfully Submitted,

BRADSHAW, STEELE, COCHRANE & BERENS, L.C.



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ATTORNEYS FOR THE BANK OF MISSOURI

**CERTIFICATE OF SERVICE**

The undersigned hereby certified that a copy of the foregoing was served electronically on this 18<sup>th</sup> day of January, 2012, on all parties on the Court's ECF notice list and via first class regular mail to:

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Brooke M. Hunt